

EXHIBIT A

7/27/17

MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
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July 27, 2017

Via Email (legal@served.com)
Guaranteed Subpoena Service, Inc.
2009 Morris Avenue
Union, New Jersey 07083

Re: Selective Insurance Company of America v. T-Mobile Northeast, Inc.
Docket No.

Dear Sir or Madam:

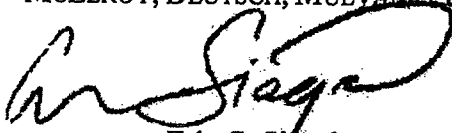
This law firm represents Plaintiff, Selective Insurance Company of America ("Selective"), in the above-captioned matter. Please serve on a rush basis for today, Thursday, July 27, 2017, the attached Summons, Complaint and Civil Case Information Statement on T-Mobile Northeast, Inc. at the following locations:

1. T-Mobile Northeast, LLC
Corporation Service Company - Registered Agent of T-Mobile Northeast, LLC
Princeton South Corporate Center
100 Charles Ewing Blvd. - Suite 160
Ewing, New Jersey 08628
2. T-Mobile Northeast, LLC
4 Sylvan Way
Parsippany, New Jersey 07054

Please return your Affidavit of Service to my office at your earliest convenience. Thank you.

Very truly yours,

MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP



Eric G. Siegel

EGS/lo
Enclosures

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Michael J. Marone, Esq. - 017601987
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100
Attorneys for Plaintiff,
Selective Insurance Company of America

SELECTIVE INSURANCE COMPANY
OF AMERICA

Plaintiff,

v.

T-MOBILE NORTHEAST, LLC
Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-MORRIS COUNTY
DOCKET NO:

Civil Action

SUMMONS

TO: T-MOBILE NORTHEAST, LLC
Corporation Service Company - - Registered Agent of T-Mobile Northeast, LLC
Princeton South Corporate Center
100 Charles Ewing Blvd. - Suite 160
Ewing, New Jersey 08628
-and-
T-MOBILE NORTHEAST, LLC
4 Sylvan Way
Parsippany, New Jersey 07054

FROM THE STATE OF NEW JERSEY
TO THE DEFENDANT NAMED ABOVE:

The Plaintiff named above has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this Summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, Box 971, Trenton, New Jersey 08625-0971. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A

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telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

/s/ Michelle M. Smith, Esq.
Michelle M. Smith, Esq.
Clerk of the Superior Court

Dated: July 27, 2017

Name of defendant to be served: T-MOBILE NORTHEAST, LLC

Address of defendant to be served: Corporation Service Company - - Registered
Agent of T-Mobile Northeast, LLC
Princeton South Corporate Center
100 Charles Ewing Blvd. - Suite 160
Ewing, New Jersey 08628
-and-
T-MOBILE NORTHEAST, LLC
4 Sylvan Way
Parsippany, New Jersey 07054

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LEGAL SERVICES**ATLANTIC COUNTY:**

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401
LAWYER REFERRAL (609) 345-3444
LEGAL SERVICES (609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Case Processing Section, Room 119
Justice Center, 10 Main St.
Hackensack, NJ 07601-0769
LAWYER REFERRAL (201) 488-0044
LEGAL SERVICES (201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First FL, Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060
LAWYER REFERRAL (609) 261-4862
LEGAL SERVICES (800) 496-4570

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
1st FL, Hall of Records
101 S. Fifth St.
Camden, NJ 08103
LAWYER REFERRAL (856) 964-4520
LEGAL SERVICES (856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
9 N. Main Street
Box DN-209
Cape May Court House, NJ 08210
LAWYER REFERRAL (609) 463-0313
LEGAL SERVICES (609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Broad & Fayette Sts., P.O. Box 615
Bridgeton, NJ 08302
LAWYER REFERRAL (856) 692-6207
LEGAL SERVICES (856) 451-0003

ESSEX COUNTY:

Deputy Clerk of the Superior Court
50 West Market Street
Room 131
Newark, NJ 07102
LAWYER REFERRAL (973) 622-6207
LEGAL SERVICES (973) 624-4500

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court Civil
Case Management Office
Attn: Intake
First Fl., Court House
1 North Broad Street, P.O. Box 750
Woodbury, NJ 08096
LAWYER REFERRAL (856) 848-4589
LEGAL SERVICES (856) 848-5360

HUDSON COUNTY:

Deputy Clerk of the Superior Court Superior
Court, Civil Records Dept. Brennan Court
House--1st Floor
583 Newark Ave.
Jersey City, NJ 07306
LAWYER REFERRAL (201) 798-2727
LEGAL SERVICES (201) 792-6363

HUNTERDON COUNTY:

Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08822
LAWYER REFERRAL (908) 263-6109
LEGAL SERVICES (908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court Local
Filing Office, Courthouse
175 S. Broad Street, P.O. Box 8068 Trenton,
NJ 08650
LAWYER REFERRAL (609) 585-6200
LEGAL SERVICES (609) 695-6249

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court
Administration Building
1 Kennedy Sq., P.O. Box 2633
New Brunswick, NJ 08903-2633
LAWYER REFERRAL (732) 828-0053
LEGAL SERVICES (732) 249-7600

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court
Court House
71 Monument Park
P.O. Box 1269
Freehold, NJ 07728-1269
LAWYER REFERRAL (732) 431-5544
LEGAL SERVICES (732) 866-0020

MORRIS COUNTY:

Deputy Clerk of the Superior Court
Civil Division
30 Schuyler Pl., P.O. Box 910 Morristown, NJ
07960-0910
LAWYER REFERRAL (973) 267-5882
LEGAL SERVICES (973) 285-6911

OCEAN COUNTY:

Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754
LAWYER REFERRAL (732) 240-3666
LEGAL SERVICES (732) 341-2727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton St.
Paterson, NJ 07505
LAWYER REFERRAL (973) 278-9223
LEGAL SERVICES (973) 523-2900

SALEM COUNTY:

Deputy Clerk of the Superior Court
92 Market St.
P.O. Box 18
Salem, NJ 08079
LAWYER REFERRAL (856) 678-8363
LEGAL SERVICES (856) 451-0003

SOMERSET COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Fl.
P.O. Box 3000
Somerville, NJ 08876
LAWYER REFERRAL (908) 685-2323
LEGAL SERVICES (908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860
LAWYER REFERRAL (973) 267-5882
LEGAL SERVICES (973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court
1st FL, Court House
2 Broad Street
Elizabeth, NJ 07207-6073
LAWYER REFERRAL (908) 353-4715
LEGAL SERVICES (908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07823-1500
LAWYER REFERRAL (908) 387-1835
LEGAL SERVICES (908) 475-2010

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 P.O. Box 2075
 Morristown, New Jersey 07962-2075
 (973) 993-8100
 Attorneys for Plaintiff,
 Selective Insurance Company of America

SELECTIVE INSURANCE COMPANY
 OF AMERICA
 Plaintiff,

v.

T-MOBILE NORTHEAST, LLC
 Defendant.

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION-MORRIS COUNTY
 DOCKET NO:

Civil Action

**DECLARATORY JUDGMENT
 COMPLAINT**

Plaintiff, Selective Insurance Company of America ("Selective"), by way of Complaint
 for Declaratory Judgment, states:

NATURE OF THE ACTION

This declaratory judgment action arises out of an underlying property damage claim instituted by Virginia Properties, LLC ("Virginia Properties") against T-Mobile, Northeast, LLC ("T-Mobile NE"). T-Mobile NE filed a Third-Party Complaint against Selective's named insured, Innovative Engineering, Inc. ("Innovative"), pursuant to contracts that required Innovative to provide architectural, engineering, and surveying services to T-Mobile NE. Selective seeks a judicial declaration that it is not obligated to defend and/or indemnify T-Mobile NE as an additional insured under the commercial general liability insurance policy that Selective issued to Innovative. The basis for Selective's position is the fact that in 2000 and 2010, T-Mobile NE entered into written agreements with Innovative that were entitled

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"Professional Services Agreement" and "Field Services Agreement" (collectively, the "contracts").

The "Additional Insured-Owners, Lessees, or Contractors-Completed Operations-Automatic Status When Required in Construction Agreement With You" Endorsement (CG 79 21 01 10)(the "Endorsement") affords coverage for liability for "property damage" caused, in whole or in part, by "your work" performed for that additional insured. The Endorsement also contains a Professional Services Exclusion that bars coverage for "property damage" arising out of the rendering of professional engineering or surveying services. The named insured's work here constitutes professional architectural and engineering services, as evidenced both the terms of the parties' contracts and by the allegations T-Mobile NE asserted against Innovative in the Third-Party Complaint. Accordingly, there can be no coverage for T-Mobile NE under the Selective policy based on the application of the Professional Services Exclusion within the Endorsement. Selective has declined to defend or indemnify T-Mobile NE in the underlying action instituted by Virginia Properties, and hereby seeks a declaration from this Court as to the rights and obligations of these parties under the Selective policy. As such, there is a justiciable case or controversy between Selective and T-Mobile NE such that declaratory relief is appropriate.

PARTIES

1. Plaintiff, Selective, is an insurance company organized under the laws of the State of New Jersey and maintains its headquarters and principal place of business at 40 Wantage Avenue, Branchville, New Jersey.

2. Selective issued a commercial insurance policy to Innovative that incepted on January 16, 2012, and expired on January 16, 2013 (the "Selective Policy").

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3. At all times relevant hereto, and upon information and belief, Innovative is a New Jersey corporation with its principal place of business located at 1971 State Route 34 in Wall Township, New Jersey.

4. Upon information and belief, T-Mobile NE is a Delaware corporation with its principal place of business located in Bellevue, Washington.

5. Upon information and belief, T-Mobile NE conducts business in Morris County, New Jersey, maintains offices in Morris County, New Jersey, and otherwise regularly seeks to avail itself of the protections of New Jersey law.

BACKGROUND FACTS

A. Underlying Property Damage Action

6. Virginia Properties filed suit against T-Mobile USA and Omnipoint Communications, Inc. ("Omnipoint") on April 23, 2013. The suit was removed to the United States District Court for the Southern District of New York, bearing case number 1:13-cv-3493-AKH. Virginia Properties' Complaint against T-Mobile USA and Omnipoint arises from an agreement ("Rooftop Lease") concerning the construction of a cellular telephone tower on the rooftop of a building owned by Virginia Properties. That building's address is 1371 Virginia Ave, Bronx, New York (hereinafter "Underlying Action").

7. The "Rooftop Lease," was entered into between landlord, Virginia Properties, and its tenant, Omnipoint.

8. Prior to the commencement of the Underlying Action, Omnipoint was legally subsumed by T-Mobile NE, which acquired all of Omnipoint's rights, including those under the Rooftop Lease.

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9. T-Mobile USA filed dispositive motions to be dismissed as a party from the Underlying Action based on its lack of involvement with Virginia Properties, which position resulted in T-Mobile NE being substituted into the Underlying Action as the correct party in interest by virtue of an Amended Complaint filed on February 14, 2014. (Docket Entry No. 71).

10. T-Mobile NE filed a Third-Party Complaint on June 13, 2013, that asserted claims for contribution, common law indemnification, and contractual indemnification, against Innovative. As explained *supra*, T-Mobile NE's claims against Innovative arise solely out of the architectural and engineering services Innovative provided to T-Mobile NE pursuant to the aforementioned contracts. (Docket Entry No. 10).

11. As a result of alleged discovery violations, Virginia Properties' claims against T-Mobile NE were dismissed with prejudice on April 12, 2016. The district court judge also sanctioned Virginia Properties by ordering it to pay all parties' defense fees and defense costs, including those incurred by T-Mobile NE. (Docket Entry No. 142).

12. Virginia's Properties' appeal, bearing case number 16-2973, is presently pending before the United States Circuit Court, Second Circuit.

13. During the pendency of the underlying action, T-Mobile USA submitted sworn testimony, in support of its motion to be dismissed, that it was not a proper party to the Underlying Action, resulting in its removal as a party. Nevertheless, despite being an "improper party" in the underlying action, T-Mobile USA tendered a claim for additional insurance coverage to Selective. Selective denied the tender.

14. T-Mobile USA filed a declaratory judgment action against Selective venued in the United States District Court for the Western District of Washington, bearing case number 2:15-cv-1739-JLR, in which a declaration was sought that T-Mobile USA was an additional insured

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under the Selective policy issued to Innovative. The Honorable District Court Judge Robart recently concluded that that T-Mobile USA was not an insured under the Selective Policy. (Docket Entry No. 82).

15. As a result of the Judge Robart's opinion, T-Mobile USA filed a motion for reconsideration.

16. T-Mobile NE thereafter first tendered to Selective a claim for additional insurance coverage in the original Underlying Action on June 28, 2017.

B. Selective Policy

17. Selective issued a one-year term commercial general liability insurance policy to Innovative that incepted on January 16, 2012.

18. In pertinent part, the Selective Policy contains a Commercial General Liability Coverage Form and an endorsement entitled "Additional Insured-Owners, Lessees, or Contractors-Completed Operations-Automatic Status When Required in Construction Agreement With You" Endorsement (CG 99 21 01 10)(the "Endorsement"). The pertinent language in the Endorsement reads as follows:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following"

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person or organization whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

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B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to pre-prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

19. The scope of coverage provided for any additional insured is for liability for “property damage” caused, in whole or in part, by “your work” performed for that additional insured.

20. This Endorsement further expressly states that the Selective Policy does not apply to “property damage” that arises out of the rendering of any architectural and engineering services.

21. Innovative’s work is identified by the both the titles and the provisions of the contracts between T-Mobile NE and Innovative as professional architectural and engineering services. The professional services Innovative performed for T-Mobile NE also form the basis for the claims asserted within T-Mobile NE’s Third-Party Complaint filed in the Underlying

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Action. Accordingly, there can be no duty to defend or indemnify T-Mobile NE pursuant to the Professional Services Exclusion within the Endorsement.

C. Selective's Coverage Disclaimer

22. T-Mobile NE first tendered a claim to Selective with respect to the Underlying on June 28, 2017.

23. Selective promptly acknowledged receipt of T-Mobile NE's claim.

24. Selective conducted an investigation and determined that the Professional Services Exclusion within the Endorsement applied and therefore T-Mobile NE was not entitled to coverage as an additional insured for the claims asserted against it in the Underlying Action.

25. Selective issued its disclaimer to T-Mobile NE on July 27, 2017.

COUNT I

DECLARATORY JUDGMENT – NO DUTY TO DEFEND

26. Selective re-alleges paragraphs 1 through 25 above and incorporates them by reference as if fully set forth herein.

27. Pursuant to the terms and conditions of the Commercial General Liability Form (CG 00 01 12 07) and the Endorsement, Selective is only obligated to defend and indemnify T-Mobile NE for its liability for "property damage" caused, in whole or in part, by "your work" performed for that additional insured.

28. Since Innovative's work constitutes professional architectural and engineering services, the Professional Services Exclusion within the Endorsement applies and therefore Selective does not have a duty to defend T-Mobile NE.

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29. Based on the terms, provisions, limitations, exclusions and conditions applicable to the Commercial General Liability Coverage Form and the foregoing Endorsement, Selective properly denied any duty to defend T-Mobile NE in the Underlying Action.

30. Selective is therefore entitled to a declaration that it has no duty to defend T-Mobile NE under the Selective Policy with respect to the Underlying Action.

WHEREFORE, Selective demands judgment as follows:

(a) declaring that Selective has no duty to defend T-Mobile NE under the Selective Policy for the claims set forth in the Underlying Action;

(b) for such other relief as the Court deems appropriate.

COUNT II

DECLARATORY JUDGMENT –NO DUTY TO INDEMNIFY

31. Plaintiff re-alleges paragraphs 1 through 30 above and incorporates them by reference as if fully set forth herein.

32. As set forth in its July 27, 2017, declination letter, and pursuant to all applicable terms of the Selective Policy issued to Innovative, Selective is not obligated to indemnify T-Mobile NE.

33. In particular, Selective has no duty to indemnify T-Mobile NE with respect to the claims asserted against it by Virginia Properties because the scope of coverage afforded to T-Mobile NE is connected to its liability for “property damage” caused, in whole or in part, by “your work” performed for that additional insured.

34. Since Innovative’s, work constitutes professional architectural and engineering services, the Professional Services Exclusion within the Endorsement applies and therefore Selective could never have a duty to indemnify T-Mobile NE.

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35. Additionally, Virginia Properties' claims against T-Mobile NE have been dismissed with prejudice and it has been ordered that Virginia Properties pay all of T-Mobile NE's defense fees and costs, and accordingly, there has been no finding that either T-Mobile NE or Innovative are liable for any "property damage" caused by an "occurrence" that would be covered under the Selective Policy. Thus, Selective has no duty to indemnify T-Mobile NE as neither it nor the named insured, Innovative, has been adjudicated to have any liability and therefore, there is no indemnity to pay on T-Mobile NE's behalf.

36. Based on the terms, provisions, limitations, exclusions and conditions applicable to the Commercial General Liability Coverage Form and the foregoing Endorsement Selective properly denied any duty to indemnify T-Mobile NE in the Underlying Action.

37. Selective is therefore entitled to a declaration that it has no duty to indemnify T-Mobile NE under the Selective Policy with respect to the Underlying Action.

WHEREFORE, Selective demands judgment as follows:

- (a) declaring that Selective has no duty to indemnify T-Mobile NE under the Selective Policy for the claims set forth in the Underlying Action;
- (b) for such other relief as the Court deems appropriate.

JURY DEMAND

Selective hereby demands trial by jury with respect to all issues that are so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Michael J. Marone, Esq. is hereby designated as trial counsel on behalf of Selective.

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CERTIFICATIONS

Pursuant to Rule 4:5-1, I hereby certify that the matter arises from an underlying action captioned Virginia Properties, LLC v. T-Mobile Northeast, LLC, et al., that is presently venued in the United States Court of Appeals, Second Circuit bearing case number 16-2973, and was previously venued in the United States District Court for the Southern District of New York, bearing case number 13-cv-3493. A separate declaratory judgment action regarding T-Mobile USA's claim for additional insurance coverage from Selective with respect to the Underlying Action is presently ongoing and venued in the United States District Court for the Western District of Washington, at Seattle bearing case number 2:15-cv-1739-JLR. Selective has been granted summary judgment in that declaratory judgment action, for which decision T-Mobile USA presently seeks reconsideration. To the best of my knowledge, the within matter is not the subject of any other pending or contemplated action or arbitration proceeding and I am not currently aware of any other party who should be joined to this action.

I hereby certify that on July 27, 2017, the within Complaint was electronically filed with the Clerk of the Superior Court of New Jersey, Civil Records Office, Morris County Courthouse, in Morristown, New Jersey and personally served upon T-Mobile NE.

**McELROY, DEUTSCH, MULVANEY
& CARPENTER, LLP**
Attorneys for Plaintiff,
Selective Insurance Company of America

By: 

Michael J. Marone

Dated: July 27, 2017

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Civil Case Information Statement

Case Details: MORRIS Civil Part Docket# L-001645-17

Case Caption: SELECTIVE INS. CO. OF AMERICA VS T-MOBILE NORTH

Case Initiation Date: 07/27/2017

Attorney Name: ERIC G SIEGEL

Firm Name: MC ELROY DEUTSCH MULVANEY & CARPENTER, LLP

Address: 1300 MOUNT KEMBLE AVE PO BOX 2075 MORRISTOWN NJ 079622075

Phone:

Name of Party: PLAINTIFF : Selective Ins. Co. of America

Name of Defendant's Primary Insurance Company (if known): None

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: YES

If yes, list docket numbers: United States Court of Appeals, Second Circuit-16-2973

United States District Court for the Western District of Washington, at Seattle- 2:15-cv-1739-JLR.

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

07/27/2017
Dated

/s/ ERIC G SIEGEL
Signed